BOOK 1823 PAGE 335 **Installment Deed**

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Dwight Lang	Dwight Lang	Map 57
(NAME) 3846 Dickerson Rd	(NAME) Same	Parcel 27
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS)	13 D 50545
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Nine Thousand Nine Hundred Fifty and no/100 ($29,950.00)---------- *Dollars,*

of which Six Thousand, Thirty-Four and 25/100 ($6,034.25)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Three Thousand, Nine Hundred Fifteen and 75/100 ($23,915.75)---------- *Dollars,*

Dwight Lang has assumed the balance of a note payable to S. A. Watson and wife Gertie M. Watson, and secured by an Installment Deed ~~xxxxxxxxxx~~ of record in Book 4789, page 290, Register's Office for Davidson County, Tennessee and has executed his Installment Deed note of even note, payable to Ezell Dickerson and Nathan Wall in the amount of $6,500.00 payable in equal monthly installments of $72.16, beginning the day of July 1, 1974 and continuing with a like amount on the same day of each succeeding month for a total of 144 payments, said payments include interest at the rate of 8 1/2% per annum,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Ezell Dickerson and Nathan Wall,

have this day bargained and sold, and do hereby transfer and convey unto the said Dwight Lang

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 13th, formerly the 25th, Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, May 29, 1951, as follows:

Beginning at a point in the center of Sulphur Creek at the intersection of the center line of said Creek and the northern boundary line of the property conveyed to Bessie Hayes; thence with the center of said Creek north 67° east 6.4 poles to a point, north 24° east 11 poles to a point, and north 47° east 1.3 poles to the southwest corner of the 32.2 acre tract of land owned by G. E. Norfleet; thence with the southern boundary line of said Norfleet Property south 80° east 516 feet to a 10 inch cedar, north 85° east 153 feet to a 24 inch hackberry and north 62° east 637 feet to a 30 inch elm on the eastern boundary line of said Norfleet Property; thence with said line north 22° east 350 feet to a stake, and north 3° 30' east 830 feet to a point on the southern boundary line of the property conveyed to Fuqua; thence with the southern boundary line of said Fuqua Property eastwardly 3 poles, more or less, to a pin oak and sourwood; thence north 53 1/2° east 24 1/2 poles to an elm; thence north 84° east 24 poles to an ash stump; thence south 75° east 16.6 poles to a hickory; thence south 43 1/2° east, 16.4 poles to two small hickories in the southern boundary line of the property owned

(cont'd)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $29,950.00

Subscribed and sworn to before me, this the 1st day of May, 1974

Affiant Dwight Lang

My commission expires: My Commission Expires Dec. 5, 1977

(Affix Seal)

Notary Public Edna Earle Turner

DAVIDSON COUNTY

by Bracey; thence with Bracey's line south 73° 30' east 32 poles to a cedar and elm; thence south 2° east 27.32 poles to an elm; thence south 28° 15' west 24.8 poles to a stone 3 hickory pointers on a high ridge; thence south 72° west 53 1/4 poles to a point; thence south 65° west 10 poles to a point; thence south 74° 30' west 18 poles to a point; thence south 51 1/2° west 8.75 poles to a point; thence south 87 1/2° west 5.6 poles to a point; thence south 71° 30' west 18 poles to a point in the northern boundary line of said Hayes Property; thence with said Hayes line south 79° west 38 poles to a point, south 84° 30' west 20 poles to a point; south 81° 30' west 10.8 poles to a point and north 78° west 18 poles to the beginning, containing 58.3 acres, more or less.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Charles Hutson and wife, by deed from S.A. Watson and wife, of record in Book 3944, page 338, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Ezell Dickerson and Nathan Wall by deed from S. A. Watson and wife, Gertie M. Watson, of record in Book 4789, page 290, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dwight Lang *his (successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*, except as of record.

We *further covenant and bind* ourselves, *our heirs and representatives, to warrant and forever defend the title to said real estate to said* Dwight Lang *(successors), heirs and assigns, against the lawful claims of all persons.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Dwight Lang *hereinafter referred to as trustors/* does *hereby transfer and convey unto* Hunter Short, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 16th *day of* May, *19* 74

Ezell Dickerson

Nathan Wall

Dwight Lang

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edna Earle Carney, *a Notary Public in and for said County and State,* Ezell Dickerson, Nathan Wall and Dwight Lang,

the within named bargainor S, *with whom I am personally acquainted, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 16th *day of* May, *19* 74

NOTARY PUBLIC DAVIDSON CO. TENN.

My Commission Expires Dec. 5, 1977

Edna Earle Carney
Notary Public

Commission expires

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STATE OF .....
COUNTY OF .....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* ..... *the within named bargainor* ....*, with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ....*of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Ezell Dickerson and

Nathan Wall

TO

Dwight Lang

C 5 7 9 7 1

IDENTIF. REFERENCE

JUN 10 10 30 AM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

JUN 10 74	CONV	29,950.00				
JUN 10 74	MORT'G	*6,500.00				
JUN 10 74	S'TAX		A*	77.74		
JUN 10 74	S'TAX		A*	4.50		
JUN 10 74	PR'FEE		A*	.50		
JUN 10 74	W'DEED		A*	8.00	*	90.74